

21. AGREEMENT OF PRINCIPALS The principals to this contract mutually agree that it shall be binding upon them, their heirs, personal representatives, successors and assigns, that this contract contains the final and entire agreement between the parties hereto, and neither they nor their brokers shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained; time being of the essence of this agreement.

22. MISCELLANEOUS PROVISIONS.

Chester W. Stine, Seller herein, purchaser at a foreclosure sale of the property described herein in No. 33,354 Equity in the Circuit Court for Frederick County, Maryland, agrees to assign by way of substitution of purchasers in said Equity proceedings all the property purchased at said foreclosure and described herein unto Thomas Edward and Mary Helen Fritz. The said Purchasers herein agree to their being substituted as purchasers in the said foreclosure proceedings and further agree to pay the sum of \$48,000.00 due on said purchase, as set forth on the attached Acknowledgement of Purchase and to pay Seller herein \$15,000.00, the difference between \$48,000.00 and \$63,000.00 as set forth in this Agreement of Sale. The cost of conveyancing will be paid by Purchaser and Seller as set forth in Paragraph 11 of this Agreement of Sale. Seller agrees to pay the prorated taxes and public charges and twelve percent (12%) interest per annum on \$48,000.00 from June 7, 1983 until the date of settlement, all as called for in the attached Advertisement of Assignee's Sale.

This Agreement is contingent upon the Circuit Court for Frederick County, Maryland, in No. 33,354 Equity, accepting the substitution of purchasers set forth above and the Assignee in said foreclosure proceedings agreeing to the terms and conditions of the Pre-settlement Occupancy Agreement dated July 31, 1983, attached hereto and incorporated herein by this reference.

Should the Purchaser be unable to obtain a loan in accordance with the terms and conditions of Paragraph 2 of this Agreement of Sale entitled "Financing Contingency", the Seller herein will be re-substituted in the place and stead of Purchaser under the foreclosure proceedings in No. 33,354 Equity as set forth above. In other words, the parties will be returned to their original positions prior to signing this Agreement of Sale.

WITNESSETH: That the Seller does hereby bargain and sell unto the said Purchaser and the Purchaser does hereby purchase from the Seller the above described property and that we the undersigned do hereby ratify, accept and acknowledge the above to be our Agreement of Sale.

ADDENDUM ATTACHED YES _____ NO _____

This contract has been executed in _____ copies, DATE OF ACCEPTANCE August 19, 1983 TIME 5:30 P.M.

Seller

Chester W. Stine

Purchaser

Thomas E. Fritz

Seller

Purchaser

Mary Helen Fritz